

OREGON-Single Family-FNMA/FHLMC UNIFORM IN THE RECORD SECURITY INSTRUMENT SECURITY FOR 3038 9/90 Security Instrument as the Students of Security Instrument as the Security Instrument I

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which has the address of (1819, JOHNSON, AVENUE, KLAMATH, FALLS migrations of 1860). [Street, City],

THIS SECURITY INSTRUMENT combines uniform coverants for rational use and non-content coverage and content of the content of the coverage of th

variations by Jurisdiction to constitute a uniform security instrument covering real property.

In Payment of Principal and Interest: Prepayment and Late Charges, Borrowse class program in Additional dis-UNIFORM COVENANTS. Borroyer and Lender covenant and agree as Jolloyer.

ranger may estimate the appoint of Fands one on the pasts of current data and aDollars (U.S. \$, 25,000.00 the stot three). This: debt. is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on a remark November 1, 2014 to the This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect/the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale; the following described property located in heavy or broberty near Klamath and the located to be County, Oregon: The W1/2-of Lot 40 and the North Suffeet of the West 89 feet of Lot 5 in Block 35 of HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereofion filexing the office of the County Clerk of Klamath County, Oregon. principal of and interest on the debt evidenced by the Note and any prepayment and this charges due to the

without charge, an impual accounting of the Fonds, showing credits and debuts to the Funds and the pathological and the ("Borrower")). The trustee is si AMERITITLE HOMEAGE that mesters which us bring on the langer france shall class to postument applicable law requires interest to be paid, kender stant not be required to pay Borroper any interest or carmings on the Funds. 1222 S 6THISTREETING KLAMATH FALLS, ORIG97601 Heavil 1920 December Company of Charles and the state of the ("Trustee"), The beneficiary is SOUTH; VALLEY, BANK & TRUST opened for an including source course for about the contract of th vernying the Excropy reins, unless denier pays Borrower interest on the famils and applicable less permiss to make such which is organized and existing under the laws of AN, OREGON BANKING CORPORATION and whose address is 1-PO-Box 5210, KLAMATH FALLS, OR 97601 in Home pain this graph and the course to be use The Langs shall be usid in an institution whose helicities in ("Lender"). Borrower owes Lender the principal sum of Twenty Five Thousandwand no/100 disperses and

twelve monthly payments, at Lender's sole discretion. strate pay to Lender the amount necessary to make up the deficiency. Sorrower shall make up the deficiency in no more than time is not surfacent to pay the escrow from which due, Lendon any so north, Borrower in writing, and, in each one Borrower por the excess Lange in accordance with the reducencing of abbitraries and help amount of the Lange for the granter of the property of the granter is THIS DEED OF TRUST ("Security Instrument") is made on poctober with the property of the granter is

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Funds held by Lender, If, under paragraph 21. Lender shall arounte or self the Property, Lender, prior to the acquisition or safe of the Property, shall apply any Funds held in **DEED** the **OLE OLE ALE** sale as a credit against the secured by Upon payment in full of all sums secured by this Security Instrument, Lenger shall promisty relaind to Borrower any

dard, to injerest due; fourth, to principal due, and last, to any late charges due under the Note. TAXACCOUNT NUMBER: (1821, 10 sany preparation charges and a male the Note; second, to anneaute payer in an arrestable 3803. 053 NO 3800 Payers (1821, 10 sany preparation charges and a male paragraph 27.

97601 crow owed business. Horrower shall promptly breath to design merces of amounts to be paid and the participant these obligations in the manner provided in paragraph 2, or if not poid in that manner, Borrowee shall pay the in our time directly ACCOUNTMINER ROLLY, over this Security Instrument, and leasthold payments or greated tent, if any time are stall pay 830191/88ges; Lieus: Borrower shall pay all taxes, assessments, charges, fines and imposition at the master of the Property

180 Box 18210 he Kramath Lender determines that an 1881 Color of the Property Bearower shall start from a rule one or enforcement of the Hen; of (c) secures from the holder of the lien on agreement satisfactory to Lander subordinatory to then to WHEN SECONDED WAIT 100 recencing of the Ben in, legal proceedings which in the Landar's opinion operate to prevent me SOUTH VALUEY BANK (& TRUSTION securing p) the new was made acceptable to product (b) concert in word your the new ATTN: oDEANNA της διομβιήλ η κεριτίδε από τένα αφικά μας διαθιά, ολεί την βεσιτάδη ματισμένε του είν και στα κ

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Until a change is requested all tax statements shall be sent to the following address.

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TOGETHER WITH all the improvements now or hereafter erected on the property; and all easements, applications; and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ONE BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will

defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

110 20 Funds for Taxes and Insurance: Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time; collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Bscrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items: Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by

3803. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs this Security Instrument. 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

330 42 Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly. Borrower shall promptly furnish to Lender receipts evidencing the payments.

VALUE Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall liave the right to hold the policies and reliewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made prompily by Borrower. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened; the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument

immediately bijot to the acdinization make this remain by reduction the principal toward makes 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding; whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impain the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Leider's good faith determination, precludes forfettine of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing,

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy; probate; for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying

reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting balmeut lastrangent miniculately before the taking, unless thereaver and lander discussive in section was a med by

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect; from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insultance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

than Leader, requires) provided by an insurer approved by Lender again excomes avidable and is obtained. Forskeim 3088 3430 -eHigh) the total the required, in the option of London 1 to deliver the transfer of the the tangent and the re-

payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

103 Condemnation. The proceeds of any award on claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking, Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair. market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award)or/settle/a claim-for/damages;@Borgower/fails/to/respond-to-Lender/within/30/days/after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 47() Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge. to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment, to Borrower. If, a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower/designates by notice to Lender. Any notice to Lender/shall be given by first class mail to Lender's address stated herein on any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable self of the restoration or repain of economics the

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17, Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold of transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent; Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

obtrolf Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower, shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take

all necessary remedial actions in accordance with Environmental Law.

att necessary remediat actions in accordance with Environmental Law.

(CHICAS used in this paragraph) 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this; paragraph; 20,0" Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

relate to heath, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21º Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or lagreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify:

(a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and the failure to acceleration of the sums. (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest hidder at the time and place and under the terms designated in the notice of sale in the required by applicable law. bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time

and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any

excess to the person or persons legally entitled to it.

22. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property; but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is

permitted under applicable law 23. Substitute Trustee. Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law sent as it the right (8) were a built of this recondi-

24. Attorneys' Fees. As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys fees awarded by an appellate court astrument. If one or more riders are executed by Brazones and tecorded tog Form 3038 3430

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25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Checkiapplicable box(es)] tout conveyance of the Property, the successor trustee shall socked to all the first power and owner ben Adjustable Rate, Rider Founds 1 man | Condominium Rider | Livered and | X 1-4 Family Rider | 1 march Sto Cold Graduated Payment-Ridering to a tipi. In Planned Unit Development Rider and Balloon Rider II bank and accompanied Rate Improvement Rider and balloon Rider II bank and accompanied Rate Improvement Rider and balloon Rider Rider Rider Rider and balloon Rider freconvey the Property and shall somender this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidencing debt secured by this Security Instrument and all moles evidence in the secured by the property and secured by the property in the property in the property in the secured by the property in the secured by the property in the security in 22. Reconveyance, Upon payment of all sums secured by this Security Instrument, Centler shall request Traster to excess to the person or persons legally editical to it. therein. Trustee shall apply the proceeds of the sale in the following order; (a) to all sequences of the sale, including, but not limited to, reasonable Trustee's and afterneys' fees: (b) to all sings secured by this Security instrument; and (c) any required by applicable law, Trustre, without demand on Borr BHILIBAL Scin RREUperty at machine manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law to Borrower and to other persons prescribed by applicable law to Borrower and to other persons prescribed by applicable law to Borrower and to other persons prescribed by applicable law to Borrower and to other persons prescribed by applicable law to borrower and to other persons prescribed by applicable law to borrower and to other persons prescribed by applicable law to borrower and the other persons prescribed by applicable law to borrower and the other persons prescribed by applicable law to borrower and the other persons prescribed by applicable law to borrower and the other persons prescribed by applicable law to be applied by the other persons prescribed by the persons prescribed by the persons persons prescribed by the persons per Borrower 1) Lender invokes the power of sale. Lender shall everue of perty to be said at that cause such your to constructe of an event of default and of Lender's election to cause the perty to be said at that cause such your to be a perty to be said at that cause such your to be a perty to be said at that cause such your to the perty to be said at that cause such your to the perty is located. Lender or trustee sleeping to the cause that he manufacture by the Perty to the perty to be said in the cause such your to the perty to be said in the cause of the perty to be said in the perty to Auther demand and may invoke the never of sale and any other remedies permitted by applicable taw. Leader shall be emilted to chiltred all experoes incurred in nursing the remedies prayided in this paragraph. It including, but not limited to reasonable attornage, fore and costs of title seidence. MAKTAIN OCUSEM. desense at forrower in accessement and same it un(Seal) at its man cance on or usues one can expection and second and incomment without the control of this Second in this formal influences without the control of the Second in t bhiliab Lecchengen and Lender father coverant and agree as follows:

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of mought and or he cemenday of the notice to florewer prior to acceleration following berrower's break and mought and or he cemenday of the notice half sparing the role of the relation of the default of the default of the flore to cure the default and the coverage of the sparing for the flore in the sparing of the sparing of the sparing for the default and the coverage of the sparing of the sparing of the sparing of the sparing for the flore in the sparing of the s the foregoing instrument to be caral rainthearts require poluntary act and deed a region where the Brobenth is located that all necessary remedial actions in accordance write Environmental Law.

(Othering 2591) in this paragraph 37 (Onlious Substances) are those substances defined in toxic or hazardox, substances by MA Compagagiou Explicit. The paragraph of the para mirran, Or omer remediation of any Hazardoes Salvannes affecting the The state of the Property.

Notation of grant of the Property of any Moral Amplie for Olegon demand. Amount action by any property of the prop resignation explicit services of the Property. rioperty that is in yiolation of any furitomicental Law. The preceding two seriences shall not apply to the presence, are, in efflort desocioles on or in the Property. Borrower stadio et a de, nor allow anyone else to do, anythi Lorm 3038 3130 20. Hazardous Substances, Berrower shall not cause or permit the presence, are disposal, arotage, or retease of any information required by applicable law. address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other given writen mouse of the change in accordance with paragraph 14 above and applicable have. The notice will store the moure into or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, formover will be as the Loan Servicer) that collects monthly payments due under the Note and this Security Institution There also may be one Instrument) may be sold one or more unses without prior notice to Barrower. A sale that reside in a change in the cashe flamm 19. Sale of Notes Change of Louis Servicer. The Note of a partial interest in the Note trepether with the Secard not apply in the case of acceleration under paragraph (7 obligations secured hereby shall remain fully effective as it no acceleration had recorred. However, this defin to refuse as shall this Security Instrument shall continue unchanged. Upon remissibilish by Borrower, this Security Instrument and the that the lieu of this Secontry Instrument, Lender's rights in the Property and Borrower's obligation to pay the some section by including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Leader array reasonably require to associacutes any definite of any other covenints or agreements; (c) pays all expenses incarred in enforcing this Security Instrument. Lander all sums which then would be due under this Security instrument and the Note et if no occeleration had a court of the

18. Borrower's Right to Reinstate. If Barrower meets certain conditions, Borrower shall have an open enforcement of this Security Instrument discontinued at any time prior to the cartier of (in 5 days (a stem other applicable law may specify for reinstatement) before sale of the Property parsument or any power of sale constrained at the Security Instrument, or (b) entry of a judgment enforcing this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument.

STITE O

(22)-570 (9801) 1-4 FAMILY RIDER AP# JENSEN no collect the Renes and brothe derived from the Property with FN# 830161189. toos THIS 114 FAMILY RIDER is made this made that day of OCTOBER 1800 1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security instrument") of the same date given by the undersigned (the "Borrower") to Secure Bonower's Note to SOUTH VALLEY BANK & TRUST TRUST TRUST TRUST TRUST TO SECURIOR TO SECURIOR OF TRUST TO SECURIOR OF TRUST TO SECURIOR OF TRUST TRUST TRUST TRUST TO SECURIOR OF TRUST collected by Lender or Lender's agents shall be applied first to the costs of taking coursel of and managing includent and solution to be applied from the costs of taking coursel of and managing includes. ageurs upon Lender's written demand in the tenant. (iv) unless applicable law provides otherwise, all Rents notioned safety that each tenant of the Stobent's stall bay all genre the and militing to passes or pens (the Lender!) of the same date and covering the Property described in the Security Instrument and located at: Borrower, as trustee for the beaufit of Lender only, to be applied to the some secured by the Security If Leader, gives andce of breach to Borrower; (f) all Reals received by Burrower shall be held for of Benes constitutes on 1819 a JOHNSON AVENUE; KLAMATH FALLS, OR 97601 and constitute on the second of the second has given notice to the tenant(s) that the Remis [Lebett's Aggless] in decoder on Lender's need. This as significant has given Borrower nonce of default pursuan to paragraph 21 of the Sectority fixed above and the fixed to 14-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower, and Lender further covenant and agree as follows: a subject to the production of the covenant and agree as follows: ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description; and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating (cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges; stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors; screens; blinds; shades; curtains and curtain rods; attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions; thereto, (shall, be) deemed to be and remain a part of the Property covered by the Security Instrument. All; of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Property Portower spall maintain insurance application is MULTISTATE A. FAMILY RIDER: Fannie Mae/Freddie Mac Uniform Instrument Compositions C 20 BOKDHAN E TIENS. Except as F Bade 1 of 3 Tederal law, Bottower and 1 Form 3270 9/90 change. Borrower shall comply with all laws, ordinances, resultations and requirements of ear Amended 3/93 a change in the use of the Property or as zoning classification, unless Leader fall B. USE OF PROPERTY, COMPLIANCE WITH LAW, Horsonth Shall

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property. GELEGRANG - MODICAL

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written

permission.

RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to

man E: "BORROWER'S RIGHT TO REINSTATE" DELETED: Uniform Covenant 18 is deleted

sugget For BORROWER'S OCCUPANCY: Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect, all they can be presented in the covenant of the covenants and agreements set forth in Uniform Covenant 6 shall remain in effect, all they can be covenant of the c

LEGING. ASSIGNMENT: OF LEASES: Upon Lender's request, Borrower shall assign to Lender all leases of the Property and allesecurity deposits made in connection with leases of the Property. Upon the assignment; Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases; cins Lender's (sole discretion.) As used (in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold, or parents posted per our or reserve to

1920 HUASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely, and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents")/of)the (Property) regardless of to) whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the madequacy of the Property as security. Perform of Reniz

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of

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57U (9801)	Page 3 of 3	-Borrower

State of Oregon, County of Klamath Recorded 10/15/99, at 3:4/ρ m. In Vol. M99 Page 4// Linda Smith, County Clerk